

ARROYO'S NECK SAVED

Eugenio Arroyo was found guilty of manslaughter in the first degree yesterday afternoon. His trial consumed the entire week. Arroyo was indicted for murder in the first degree, for the fatal shooting of Adolpho Rivera on September 17 last. Three days of the trial was taken in getting a jury.

Late Friday night both sides rested, but on the opening of court yesterday morning Mr. Straus wanted to reopen the case for the defense to put in evidence that Porto Ricans were in the habit of carrying knives next to the skin of their bodies. The idea was to support Arroyo's own evidence that Rivera, though stripped for the first fight, drew a knife when both were in the ditch and came for him with the weapon after they again faced each other standing up.

Attorney General Andrews said if the defense were allowed to put in more evidence he would claim the privilege also to call former police officer McDuffie—or the defense might call McDuffie, as he had been notified to appear by it, and the prosecution be content to cross-examine him. Arroyo had testified that he told McDuffie his enemies had threatened him and the officer had given him permission to carry a weapon when asked if he might do so.

Judge Robinson thought none of the proposed evidence material and overruled the propositions.

Mr. Straus then wanted to submit the case to the jury without argument. Mr. Andrews objected, saying another lawyer for the defense might come forward on appeal and void the trial on the plea that Arroyo's counsel therein had not exercised the defendant's constitutional privilege of having his case argued.

"I will not be led into any trick," the Attorney General said, at which Mr. Straus took umbrage. Mr. Andrews, however, remarked that he meant what he said.

The court read the statute, showing that the absence of the defense from speech would deprive the prosecution from argument. The law said that counsel for the prosecution should address the jury "after" counsel for the defense.

Mr. Andrews claimed the statute was mandatory of argument on the part of the defense, using the word "shall." Juror John Guild, who was later made foreman in the deliberation, cut the Gordian knot by stating that it was the desire of the jury to have the case summed up to them by counsel on both sides.

Mr. Straus giving way began his closing address by recalling warm passages between the Attorney General and himself in the course of the trial and asking the jury not to allow such exchanges of remark to influence them. Having tried many criminal cases here, from Attorney General Dole's time onward, among the various counsel against whom he had been pitted, Mr. Straus acknowledged, he had met no fairer opponent than Mr. Andrews. From this he went on to argue the truth of Arroyo's evidence that he acted in self-defense. He represented the witnesses for the prosecution as self-acknowledged ex-convicts. Silva he roasted as one convicted of assault with a weapon and of beating a woman. Stress was laid on Arroyo's conduct after the shooting in going to a house and tearfully saying to the inmates, his Porto Rican countrymen, that Rivera attempted to kill him and that he shot Rivera but didn't know if he killed him or not, and then consented to go with them to the police station. Mr. Straus spoke for thirty-five minutes.

Mr. Andrews opened for the Territory by saying that crimes of violence had become prevalent and shooting and stabbing must be stopped. The law put this service to the community in the jury's hands. He ridiculed Arroyo's story about Rivera's having him down in the ditch, with a long knife within an inch of his heart and on his lips the threat, "I'll cut your heart out and eat it, you—," and his throwing Rivera off him. Rivera, on the contrary, chivalrously allowed him to get up—as the evidence of different witnesses for the prosecution agreed, when in an instant, if Arroyo's story of the knife were true, he could have killed him. Arroyo's backing away was not in retreat but to get deadly aim. The first shot was fired at Rivera, not at the ground. Then three times the trigger was pulled and the fourth time a second cartridge was exploded and the bullet found its intended billet. Arroyo was not an employee of the police department as represented, but one of those parasites who hang around the police station to accuse their neighbors to any officer who might listen to them. McDuffie's alleged permit to Arroyo to carry a weapon was characterized as an absurd plea, as the privilege of going armed was not one a policeman had power to give. If Arroyo's life had been threatened by his enemies, the law provided a course for him to obtain protection.

Mr. Andrews spoke for forty-five minutes. Having been instructed by the court the jury took the case under deliberation at 12:25, a recess of court being declared until 2 p. m. On the reopening of court the verdict as above stated was rendered.

Sentence will be pronounced on Monday. The penalty for manslaughter in the first degree is not less than ten nor more than twenty years' imprisonment at hard labor.

COURT NOTES.

Charles Phillips, W. W. Chamberlain and M. A. Goes, appraisers, have returned the value of the estate of the late Maria Faustina Fernandez at \$6029.50.

Judge De Bolt approved the reports of P. D. Kellett Jr., master, on the guardianship of the Cummings minor and allowed a master's fee of \$50. In a supplemental report the master recommended that an early closing up of the estate of the late William H. Cummings be directed. Cummings was administrator of his deceased wife's estate when he died, so that there are two estates involved with real property on nearly all the islands.

Judgment is entered by Judge De Bolt in the replevin suit of Hawaiian Trust Co. vs. A. M. Brown, High Sheriff, for \$598.22, the value of liquors seized at the Moana hotel, together with interest and costs.

Judge De Bolt granted a decree of divorce to Mary D. Bertelmann against Frank C. Bertelmann on the ground of extreme cruelty, awarding the libellant custody of the minor children and \$50 a month alimony. E. M. Watson appeared for libellant.

Judge De Bolt granted a decree of foreclosure in the suit of Allen & Robinson vs. C. K. Beni, with judgment to plaintiff for \$385, P. D. Kellett Jr., being appointed commissioner of sale. Holmes & Stanley appeared for plaintiff. An attorney's fee of \$75 was allowed.

MR. KENDALL COMES BACK

Editor Advertiser: I see by your paper of the 4th inst., and by the Bulletin of the 3d inst., that Supt. C. S. Holloway made a very feeble attempt to answer some of my charges in regard to the Hilo armory. He says that I have failed to prove my charges. Let us see whether I have ever failed to give proof of any charges that I have made in this matter. All of my charges have been made directly to Supt. Holloway before they have been made to anybody else and I have made said charges repeatedly to him, and as all of them were under his department, who else should I prefer the charges to? Now, I have repeatedly told him that I would bring proof of what I stated, and have further told him that it was not my purpose to make any idle talk, and when anyone prefers charges to the head of a department, and offers to give proof of his charges, is it not, may I ask, up to the head of that department to call for the proof of the charges made?

Mr. Holloway has never asked me for proof. If he had, he would have got it. I further told Assistant Superintendent Howland, while he was in Hilo, that I would give him ample proof. Did he ask for that proof? No. The fact of the case is, they don't seem to want the proof.

Supt. Holloway further says in his feeble attempt to answer my charges that it is a well-known fact that the firm of Hackfeld & Co. is not in the contracting business and that all the person that he knows in this case is L. M. Whitehouse. I want to say that there are none so blind as those that don't want to see. I want to say further that L. M. Whitehouse is not known up here in this case at all except as a figurehead, and to prove what I say in this case that Mr. Whitehouse is not the only man that is acting in the same capacity in putting in bids for Hackfeld & Co., and they as the real contractors.

If Mr. Holloway wishes to find out whether Hackfeld & Co. are the real contractors, let him ask the painters, the sheet-metal workers, the electric workers, etc., if they do their figuring for their different work with anybody else besides Hackfeld's people or their foreman. Mr. Howland could have found out all about this matter while he was here if he had wanted to.

Now, as to what he has to say in regard to the citizen labor clause and as to my charges. It must be remembered that the first part of that clause reads as follows: "No Asiatic or Japanese labor to be employed on or about the work or in any manner whatsoever, either as manufacturers, laborers, skilled or otherwise, or as suppliers of material."

Now, in the name of common sense, I would like to ask if that is not plain and simple, and it will be remembered that in my charges that I did not simply state (as Mr. Holloway seems to wish it understood) that the Japanese were dressing lumber for that building, but I did state that the Japanese were manufacturing (straight out and out) material for that building. Mr. Holloway admits that it is better not to nail bridging between joists until after the floor is nailed but in some cases, he says, the floor is so low that they can't nail it after the floor is laid. He had better left that unsaid, for such talk as that must be laughing stock for any mechanic that reads it. Now to enlighten Mr. Holloway and his so-called competent inspectors. I would like to ask him and them if they can conceive any way to properly nail the bridging except from underneath. Anybody that knows anything at all about such work knows that is the only way such work can be done. Right here I wish to call attention to the construction of the tie-beams, being put together with a butt joint in a roof over a drill floor. The plans distinctly call for a 3-foot splice keyed together (which was proper) and there are many other things that I have called Supt. Holloway's attention to where they were not living up to the plans and specifications. I also called Assistant Superintendent Howland's attention to some of the same things and he said they were not doing the work right and would have to follow the specifications. Why, may I ask, did he go away and leave the whole matter in the hands of Mr. Gore (an entirely incompetent man)? Now, may I ask, is it to favor these contractors or because of their ignorance in this line of business? It may be for both

MORE MONEY FROM MR. BISHOP TO THE MUSEUM

According to the report of P. D. Kellett Jr., master in chancery, on the annual accounts of the trustees of the Charles R. Bishop Trust, which has been presented to Judge De Bolt, Mr. Bishop has conferred another generous benefaction upon the Bernice Pauahi Bishop Museum. This noble memorial to his late wife, whose last will created the Kamehameha schools for boys and girls, is the main object of the trust in question. The latest county of Mr. Bishop consists of a transfer of his hitherto reserved life interest in \$36,000 of O. R. & L. Co. stock to the museum.

The order for a master's report was made on December 12, 1904. The master presents the following matters:

On the 15th day of November, A. D. 1904, the said trustee filed his annual account, covering the period of one year from the 15th day of October, A. D. 1903, to and including the 15th day of October, A. D. 1904, in which they, the said trustees, charge themselves with the sum of \$33,087.01 and ask to be allowed the sum of \$35,914.36, leaving a balance due the trustees in the sum of \$2,827.35.

The receipts include, however, the sum of \$2,568.61, being cash balance on hand from the previous account.

Following is a summary of the receipts:

Balance on hand as per last account	\$2,568.61
Bills receivable—G. A. Schuman, balance principal of mortgage note	2,200.00
Interest, Sundry tenants—Rents \$937.80, taxes, \$904.10	10,282.90
Expense—Office, refunded	2.50
Law—Master's fee and costs of court	304.00
Apparatus, etc., current expenses—Sale of cardboard boxes	1.50
Publications	456.40
Ethnology—Rebate of freight on specimens to Europe	5.75
Dividends	600.00
Land sales—Waipio	75.00
Ornithology and taxidermy—Rebate of overcharge, freight on bird skin specimens	37.20
Natural history—Amount returned overpaid requisition No. 670 for pill boxes, etc.	3.70
Charles R. Bishop life interest trust account—Dividends \$1,800, interest \$2,510	4,310.00
Total receipts	\$35,087.01

DISBURSEMENTS.

Suspense—Balance trustees' commissions charged as due last year and paid this year	1,726.39
Law—Costs, release of mortgage, acknowledgements, etc.	26.25
Attorneys' fees	2,200.00
Master's fees and costs of court	304.00
Ornithology and taxidermy—Salary, etc.	1,699.50
Collector—Salary, etc.	1,205.98
Salaries, museum—Director \$3,600, assistant directors \$1,523.15, janitor and assistant \$699.75, Kamehameha school for laborers and night watchman \$446	6,385.90
Ethnology—Salary, etc.	2,191.08
Natural history—Salary, etc.	2,736.32
Salaries—Office	300.00
Publications—Salary, etc.	4,581.97
Charles R. Bishop life interest trust account—Dividends \$1,800, interest \$2,510, interest \$1,050, interest Mendocina bonds \$1,400, interest Oahu Sugar Company bonds \$60	4,310.00
Taxes 1903—Oahu \$1,100.95, Hawaii \$616.65	1,717.60
Purchase of real estate—Back taxes	8.10
Pictures and Photographs—Kamehameha school negatives of grounds, etc.	260.00
Appropriation yearly \$250—Curator's expense, etc.	203.52
Appropriation yearly \$300—For books	192.20
Repairs—Museum	372.50
New cases—Two plate glass cases for models, etc.	1,832.63
Insurance, general	229.60
Expense, office	14.78
Expense, museum	244.44
Rents	650.00
Modeling department—Salary, etc.	470.66
Repairs, general—Office and bank buildings	415.35
Insurance, museum	30.00
Library—Current expenses	122.44
Trustees' commissions	1,543.23
Total disbursements	\$35,914.36

I have compared and checked the vouchers (287 in all) with the items of disbursements as per schedule B, and verified the footings of each schedule, and I find the same to be all correct.

The trustees have charged commissions of 10, 7 and 5 per cent upon the sum of \$27,348.45, being the amount of moneys received in the nature of revenue or income of the estate, which is \$1497.42, and 2 1/2 per cent upon the amount of \$1832.63, being principal and capital of the estate finally paid out, which is \$45.81, making a total charge for commissions of \$1543.23, which I find to be legally and correctly computed.

In addition to the foregoing account of the said trustees have also filed an inventory of all the property, real and personal, controlled by the trustees of the Bernice Pauahi Bishop Museum as of October 12, 1904. Upon comparing said inventory with the account and also with the inventory filed on the 17th day of November, A. D. 1903, I find that the only changes in the inventory are (1) that the note of G. A. Schuman for \$2200 has been paid in full, together with the interest due thereon, and the mortgage duly cancelled; and (2) that the Oahu Railway and Land Company stock certificate No. 1057 for 400 shares, and showing a value of \$36,000, conveyed to the museum by the Hon. Charles R. Bishop by deed of trust, dated November 2, 1900, and heretofore constituting part of the Charles R. Bishop life interest trust account, was transferred to the museum general investment account on receipt of instructions from the donor, waiving in favor of the museum the life interest reserved by him in the income thereof, and under these instructions the museum general investment account has been credited with the income derived from this source, commencing with dividend No. 48, July 15, 1904.

The papers representing the investments were exhibited to the undersigned, as master, and I have carefully examined the same and find the security behind each of said investments to be the same as previously reported. The account shows a deficit balance of \$2,827.35; but it appears by the trustees' report and also by their books that the receipts were: Dividends, \$600.00; interest, \$12,433.45; rents, \$21,513.80; taxes, \$904.10. Total, \$26,451.35. Expenditures—Account capital, \$14,929.89; account current, \$18,271.08. Total, \$33,199.97. Expenses in excess of income, \$6,748.62.

For which the trustees report that effort has been made by them to keep expenditures within the income of the trust, but the account shows a deficit of \$6,748.62, which may be partly accounted for by some items in the nature of extraordinary expenses. While the segregation of capital and income expenditure may be helpful from a bookkeeping standpoint, the trustees recognize that the total expenditure on every account should be limited by the income in a trust of this nature, and it is their aim and the desire of Mr. Bishop that the Museum should eventually be able to accumulate from income a reserve fund which will be available at all times to meet possible contingencies.

The trustees also report that from January 1st, 1905, the rent receipts will be reduced by \$1,500 per annum as the result of a reduction made in the rental reserved under the lease of the Ahupuaa of Waipio, Hawaii, from \$7,500 to \$6,000 per annum, but Mr. Bishop has generously released his life interest in the Oahu Railway & Land Company stock, held by the trustees, and the income from this source will more than equalize the diminished Waipio rental.

The Museum salary roll has been materially cut down by dropping two of the members of the staff, May 12th and July 12th, respectively, but the opening of the annex has required the engagement of an extra janitor and the employment of an additional assistant (a lady), the latter on public visitors' days only.

The trustees also report that they have secured from the trustees of the Bernice Pauahi Bishop estate a lease of the site of the Museum main building on the grounds of the Kamehameha School for Boys, Kapalama. The lease is for a term of ninety-nine years, commencing January 1, 1904, at a paid-up rental of \$500 net, and was consummated on the first of March last with the full approval and permission of the court, whose opinion was solicited to clear up any doubts there may have been regarding the validity of a contract between parties so intimately connected as the Bishop estate and Museum trusts.

The models of the Volcano of Kilauea and of the ancient Heiau, two of the chief attractions of the new Hawaiian Hall, have been suitably incased, at a cost of \$1,832.63. Some repairs have been made to the roofs of the central office and bank buildings, which were found to be leaking, and similar repairs are now in progress with reference to the roof of the Hawaiian Hall. The latter is likely to prove one of the heaviest expenditures for the coming year, examinations made by competent architects and builders showing the present roof-slate to be defective and the necessity for a complete renewal. Sufficient new slate to cover the entire roof has already been ordered from abroad.

Sanitary improvements have been made to the workshop and workshop annex, a cess-pool being provided for the latter.

The trustees also report that the Kamehameha suits, so-called, involving the Museum's title to the Ahupuaa of Waipio, have been decided in favor of the Museum.

The trustees also report that the Catholic Mission having applied for a small area of land for church purposes, one and one-half acres at Waipio were (if not quite, \$500 by being allowed to do the work the way they are doing or by not following the specifications. If that is the way they are doing other matters were being looked into? And in the name of justice, I ask, is it to be wondered at that they are

conveyed to the church for seventy-five dollars net, subject to lease.

The trustees also report that on the 12th of April last the Museum property was inventoried and the new valuations have been brought into the books of the trust, showing at the close of the year an aggregate increase of \$61,945.47 as compared with the old valuation on the books at the close of last year.

The personnel of the board of trustees remains unchanged since last report, the officers and members at the close of the year being as follows: Sanford B. Dole, President; William O. Smith, Vice-President; Joseph O. Carter, Treasurer; Alfred W. Carter, Secretary; Samuel M. Damon, William F. Allen and Henry Holmes.

The trustees also report that at the close of the year the staff of the Museum was constituted as follows:

William T. Brigham, Director; William H. Dall, Honorary Curator of Mollusca; John F. G. Stokes, Curator of Pacific Ethnology; William A. Bryan, Curator of Ornithology; Charles M. Cooke, Jr., Assistant; Leopold G. Blackman, Assistant; J. J. Greene, Printer; A. K. Williams, Janitor; G. S. Williams, Assistant Janitor.

I report and find the trustees' annual account for the year ending October 12, A. D. 1904, to be correct in all respects, and therefore recommend Your Honor to allow and approve said account.

***** running short of funds to do our needed public improvements, when we have men that are drawing down big salaries, who are not doing their duty, but letting work go on in this loose-shod way? Now, I want to ask Mr. Holloway, if his plans and specifications call for too good a building and if he really thinks that he can reduce the expenses and make a cheaper building, why he does not make said changes according to a long article in the specifications under the head of "Changes" and thereby save for the government the sum of \$500, which I claim could be done by the way the building is being constructed. For instance, I claim that they are saving (by not following the specifications) at least \$250 on the roof alone above the rafters. I would like to ask if they do not intend to have them live up to the specifications, what is the use of having any specifications at all? And if Supt. Holloway does not know what is put into the specifications, he surely is not paying attention to his business. If he does not know what his duty is, a carpenter can and will tell him what his duty is. In the first place, let him be sure that his plans and specifications are right and then let him see that all contractors live up to them and next, when anybody prefers charges to him against anybody not living up to the plans and specifications and offers to give proof of his charges, that it is his duty to call for that proof. And when he appoints an inspector for any such work as this let him appoint a man who has some practical ability and not have a man that has absolutely none at all.

HERBERT KENDALL.
Hilo, Jan. 11, 1905.

DEADLY PARALLEL.

First. "The facts, as I understand them, are these: In the specifications for the construction of the Hilo armory appears the following clause:

"No Asiatic or Japanese labor to be employed on or about the work or in any manner whatsoever either as manufacturers, laborers, skilled or otherwise, or as suppliers of material. Any violation of this will be sufficient for the cancellation of the contract and forfeiture of any moneys that may be due the contractors; and all materials on the ground shall be the property of the government."

"The specifications go much further than authorized by the so-called Citizen Labor Law, viz.: Act 37 of the laws of 1903, and there is some question as to how far you can bind contractors by a restriction not authorized by law. Even, however, admitting the legality of the specifications, I do not believe the case in point would come within said restrictions. If you can interfere in this matter, you can go further yet and ascertain what class of labor cut down the trees from which the lumber is made, and delivered the lumber to Hackfeld & Co., and so on, until it would become an absurdity."

DEADLY PARALLEL—SECOND.

"May break contract. "The Attorney-General's Department this morning gave an opinion to the Board of Health that it had the power to break the contract made with the Enterprise mill for supplying lumber to the Molokai settlement if it was found that in the handling and manufacturing of the lumber labor other than that of citizens was employed."

These two cases are deadly parallel. The first taken from a copy of Attorney-General Lorrin Andrews in a letter to Hon. C. S. Holloway. The second taken from the Hawaiian Star of December 28. Now, I wish to ask the public if they don't think that by such decision it seems to make a difference which foot the shoe is on, and if they can blame a man that wants to see the right thing done in all cases for kicking against any such decisions as these, for surely, if one case is legal the other is; with this difference, that my charges are based solely on manufacturing, while in the Enterprise Mill Co. he includes handling of lumber and manufacturing.

HERBERT KENDALL.

Graziers to Meet.

There will be a special meeting of the Hawaiian Livestock Breeders' Association in the Hawaiian Sugar Planters' Association rooms in the Judd block at 9 o'clock this morning. The association will consider the meat problem in Honolulu and it is reported that action of benefit to the consumer will be taken.

Hamburg-Bremen Fire Insurance Co

The undersigned having been appointed agents of the above company are prepared to insure risks against fire on Stone and Brick Buildings and on Merchandise stored therein on the most favorable terms. For particulars apply at the office of F. A. SCHAEFER & CO., Agents.

F. A. SCHAEFER & CO., Agents.

North German Marine Insurance Co.

OF BERLIN.

Fortuna General Insurance Co.

OF BERLIN.

The above Insurance Companies have established a general agency here, and the undersigned, general agents, are authorized to take risks against the dangers of the sea at the most reasonable rates and on the most favorable terms.

F. A. SCHAEFER & CO., General Agents.

General Insurance Co. for Sea

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of Dresden.

Having established an agency at Honolulu and the Hawaiian Islands, the undersigned general agents are authorized to take risks against the dangers of the sea at the most reasonable rates and on the most favorable terms.

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PETER HIGH

VS. PINKHAM

(Continued from Page 3.)

On December 24, 1904, certain items of my tender for supplying lumber for the leper settlement were accepted by your board, and I was so notified. I stand ready to carry out my contract with the board. When any lumber is called for I shall be ready to furnish it. The question may then properly arise as to whether or not the lumber which I furnish is handled or milled by alien labor. Until that period has arrived I do not see how any question can be or should be raised.

Assuring you that I stand ready to carry out my contract in a legal manner, I remain, Respectfully yours, PETER HIGH.

There the correspondence rests for the present, with Pinkham on the short end. The president of the Board of Health, indeed, seems to possess a genius for getting on the wrong end of a controversy. It would suggest, if that were not less majestic, that the president of the Board of Health had that peculiar talent for doing the wrong thing with which General Grant once credited his political opponents. "The Democracy," said the general, "can always be trusted to do the wrong thing at the right time." The president of the Board of Health never takes anybody's typewriter in hand without putting both his feet in the ink.

THE ONLY COUGH MEDICINE

FREE FROM POISON.

The Pharmacy Board of New South Wales, Australia, had an analysis made of all the cough medicines that were sold on the market. Out of the entire list they found only one that they declared was entirely free from all poisons. This exception was Chamberlain's Cough Remedy, which proves it to be the safest and best that can be had. It is especially recommended for coughs, colds, croup and whooping cough and may be given to the little ones with absolute security. For sale by all dealers and druggists. Benson, Smith & Co., Ltd., agents for Hawaii.

H. Schultze and family took apartments yesterday at the Alexander Young Hotel. Their home in Nuuanu Valley will be occupied by Captain Lyon, U. S. N., commandant of the Naval Station, and Mrs. Lyon.